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April 24, 2025

**VIA ECF**

Hon. Jesse M. Furman  
United States District Court for the Southern District of New York  
40 Foley Square  
New York, New York 10007

**Re: *Frommer et al. v. MoneyLion Techs. Inc. et al.*, No. 1:23-cv-06339-JMF**

Dear Judge Furman:

Plaintiffs respectfully provide notice that counsel may, at post-trial argument, refer to the authorities listed below, which were not cited in either party's pre-trial submission but are responsive to issues first raised by MoneyLion in its opposition memorandum filed on January 7, 2025 (ECF No. 160).

Regarding enforceability of the MIPA's choice of law provision and application of Delaware law to Sellers' breach claims (responding to ECF No. 160 at 108-19): *Capstone Logistics Holdings, Inc. v. Navarrete*, No. 17-CV-4819 (GBD), 2018 WL 6786338, at \*26 (S.D.N.Y. Oct. 25, 2018); *Chartwell RX, LLC v. Inmar, Inc.*, 620 F. Supp. 3d 59, 70 (S.D.N.Y. 2022); *EMA Fin., LLC v. NFusz, Inc.*, 444 F. Supp. 3d 530, 540-1 (S.D.N.Y. 2020); *Ministers and Missionaries Ben. Bd. v. Snow*, 26 N.Y.3d 466, 471 (2015); *Ram Krishana, Inc. v. Mt. Hawley Ins. Co.*, No. 1:22-CV-03803 (JLR), 2024 WL 1657763, at \*4-5 (S.D.N.Y. Apr. 17, 2024); *Rose Leaf Cleaning, Inc. v. Sonder Hosp. USA, Inc.*, No. 22 CIV. 7462 (JHR), 2024 WL 3937600, at \*4-5 (S.D.N.Y. Aug. 26, 2024).

Regarding enforceability of the MIPA's specific performance clause and the availability of specific performance as a remedy (responding to ECF No. 160 at 102-19): *Cuomo v. Cahill, Larkin & Co., P.C.*, No. 87 CIV. 7873 PNL, 1989 WL 1632800, at \*1 (S.D.N.Y. Jan. 10, 1989); *Reddy v. 2nd Chance Treatment Centers, LLC*, No. 2024-0193-SKR, 2024 WL 5088687, at \*12 (Del. Ch. Dec. 12, 2024); *Wells Fargo Bank, N.A. v. Bank of Am., N.A.*, No. 11 CIV. 4062 JPO, 2013 WL 372149, at \*8-9 (S.D.N.Y. Jan. 31, 2013).

Regarding imputation of knowledge through MoneyLion employees under agency principles (responding to ECF No. 160 at 79-83): *Savik, Murray & Aurora Const. Mgt. Co., LLC*

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*v. ITT Hartford Ins. Group*, 86 A.D.3d 490, 493-4 (1st Dept. 2011); *Terra Securities ASA Konkursbo v. Citigroup, Inc.*, 820 F. Supp. 2d 541, 546 (S.D.N.Y. 2011).

Regarding claims of reasonable reliance notwithstanding unfettered access to Malka documents and information in the data room (responding to ECF No. 160 at 48): *In re Eugenia Vi Venture Holdings, Ltd.*, 649 F. Supp. 2d 105, 118-19 (S.D.N.Y. 2008).

Respectfully submitted,

/s/ Eliot Lauer

Eliot Lauer

cc: All counsel of record (via ECF)